508705763 08/14/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI429377

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BARRIER1 SYSTEMS, LLC	11/23/2020

RECEIVING PARTY DATA

Company Name:	WOODFOREST NATIONAL BANK
Street Address:	300 Crescent Court, Suite 1130
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	16279197
Application Number:	16407277
Application Number:	16787206
Application Number:	62844337
Patent Number:	7083357
Patent Number:	7140802
Patent Number:	8043024
Patent Number:	9441337
Patent Number:	10236670
Patent Number:	9791245
Patent Number:	9768602
Patent Number:	10594125

CORRESPONDENCE DATA

Fax Number: 3144801505

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3144801500

Email: pto-sl@huschblackwell.com

Correspondent Name: Stanley Myers Dill
Address Line 1: Husch Blackwell LLP

Address Line 2: 8001 Forsyth Blvd., Suite 1500

- PATENT REEL: 068285 FRAME: 0986

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Address Line 4: St. L	St. Louis, MISSOURI 63105	
ATTORNEY DOCKET NUMBER:	539865-20	
NAME OF SUBMITTER:	ANTHONY BURRUS	
SIGNATURE:	ANTHONY BURRUS	
DATE SIGNED:	08/14/2024	

Total Attachments: 5

source=Security Agreement - Barrier1 Systems and Woodforest National Bank - Patents#page1.tiff source=Security Agreement - Barrier1 Systems and Woodforest National Bank - Patents#page2.tiff source=Security Agreement - Barrier1 Systems and Woodforest National Bank - Patents#page3.tiff source=Security Agreement - Barrier1 Systems and Woodforest National Bank - Patents#page4.tiff source=Security Agreement - Barrier1 Systems and Woodforest National Bank - Patents#page5.tiff

COLLATERAL ASSIGNMENT OF PATENTS

This COLLATERAL ASSIGNMENT OF PATENTS dated as of November 23, 2020 ("<u>Agreement</u>"), between BARRIER1 SYSTEMS, LLC, a Delaware limited liability company (together with its successors and assigns, the "<u>Assignor</u>"), and WOODFOREST NATIONAL BANK, a national banking association (the "<u>Lender</u>"):

RECITALS:

- (1) This Agreement is made pursuant to the Credit Agreement, dated as of November 23, 2020 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among Assignor, BARRIER1 SYSTEMS HOLDINGS, LLC, a Delaware limited liability company (the "Parent"), and the Lender.
- (2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of November 23, 2020 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Lender, pursuant to which the Assignor has granted to the Lender a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.
- NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Lender as follows:
- Section 1. <u>Defined Terms</u>. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.
- Section 2. <u>Assignment and Grant of Security Interest</u>. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, conveys and grants to the Lender, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:
- (i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> hereto);
- (ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);
- (iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;
- (iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;

- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof, in each case, to the extent permitted by such licenses or agreements;
- (viii) all rights to sue for past, present or future infringements of any of the foregoing;
 - (ix) all good will related to any of the foregoing;
- (x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
 - (xi) all Proceeds of any and all of the foregoing.
- Section 3. <u>Reference to Separate Security Agreement</u>. This Agreement has been entered into by the Assignor and the Lender primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Lender, as secured party. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

BARRIER1 SYSTEMS, LLC,

as Assignor

Name: Heather A. Hubbard

Title: President

[Signature Page to Collateral Assignment of Patents]

Accepted and acknowledged by:

WOODFOREST NATIONAL BANK

Name: Rvan Stuart

Title: Senior Vice President

[Signature Page to Collateral Assignment of Patents]

Schedule A

to Collateral Assignment of Patents

U.S. Patent No.	<u>Owner</u>	Issue Date
7,083,357	Barrier1 Systems, LLC	August 01, 2006
7,140,802	Barrier1 Systems, LLC	November 28, 2006
8,043,024	Barrier1 Systems, LLC	October 25, 2011
9,441,337	Barrier1 Systems, LLC	September 13, 2016
10,236,670	Barrier1 Systems, LLC	March 19, 2019
9,791,245	Barrier1 Systems, LLC	October 17, 2017
9,768,602	Barrier1 Systems, LLC	September 19, 2017
10,594,125	Barrier1 Systems, LLC	March 17, 2020

U.S. Patent App. No.	<u>Owner</u>	Filing Date
16/279,197	Barrier1 Systems, LLC	February 19, 2019
16/407,277	Barrier1 Systems, LLC	May 09, 2019
16/787,206	Barrier1 Systems, LLC	February 11, 2020
62/844,337	Barrier1 Systems, LLC	May 07, 2019

PATENT REEL: 068285 FRAME: 0992

RECORDED: 08/14/2024